

SERFF Tracking Number:	SEPX-125442870	State:	Arkansas
Filing Company:	Sentry Select Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	CA AR07191DOF01		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0002 Garage
Product Name:	Commercial Auto		
Project Name/Number:	2007 C/L Auto/CA AR07191DOF01		

## Filing at a Glance

Company: Sentry Select Insurance Company

Product Name: Commercial Auto

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0002 Garage

Filing Type: Form

SERFF Tr Num: SEPX-125442870

SERFF Status: Closed

Co Tr Num: CA AR07191DOF01

Co Status:

Author: SPI SentryInsurancePC

Date Submitted: 01/21/2008

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Disposition Date: 02/06/2008

Disposition Status: Approved

Effective Date Requested (New): 03/01/2008

Effective Date Requested (Renewal): 03/01/2008

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

State Filing Description:

## General Information

Project Name: 2007 C/L Auto

Project Number: CA AR07191DOF01

Reference Organization:

Reference Title:

Filing Status Changed: 02/06/2008

State Status Changed: 02/06/2008

Corresponding Filing Tracking Number:

Filing Description:

We are filing new and revised independent endorsements for our "Dealer Program".

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

We have attached a filing memorandum detailing the changes in the endorsements and have also included annotated copies of the endorsements showing the changes made to them.

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Company Tracking Number:	CA AR07191DOF01		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0002 Garage
Product Name:	Commercial Auto		
Project Name/Number:	2007 C/L Auto/CA AR07191DOF01		

## Company and Contact

### Filing Contact Information

Earl Lais, Compliance/Development Sr. Analyst earl.lais@sentry.com  
 1800 North Point Drive (715) 346-7898 [Phone]  
 Stevens Point, WI 54481 (715) 346-6044[FAX]

### Filing Company Information

Sentry Select Insurance Company	CoCode: 21180	State of Domicile: Wisconsin
1800 North Point Drive	Group Code: 169	Company Type:
Stevens Point, WI 54481	Group Name: Sentry Insurance	State ID Number:
	Group	
(715) 346-6000 ext. [Phone]	FEIN Number: 36-2674180	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 filing per form filing = \$50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sentry Select Insurance Company	\$50.00	01/21/2008	17592423

<i>SERFF Tracking Number:</i>	<i>SEPX-125442870</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>2007 C/L Auto/CA AR07191DOF01</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	02/06/2008	02/06/2008

<i>SERFF Tracking Number:</i>	<i>SEPX-125442870</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sentry Select Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>2007 C/L Auto/CA AR07191DOF01</i>		

## Disposition

Disposition Date: 02/06/2008

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	SEPX-125442870	State:	Arkansas
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Company Tracking Number:	CA AR07191DOF01		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0002 Garage
Product Name:	Commercial Auto		
Project Name/Number:	2007 C/L Auto/CA AR07191DOF01		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	CONTINGENT LEASING	Approved	Yes
Form	COMMERCIAL AUTO RENTAL	Approved	Yes
Form	INDIVIDUAL NAMED INSURED	Approved	Yes
Form	GARAGE INDIVIDUAL NAMED INSURED ENDORSEMENT	Approved	Yes
Form	ADDITIONAL INSURED - OPERATOR OF ALL TERRAIN VEHICLES	Approved	Yes
Form	ALL TERRAIN VEHICLE LIMITATION	Approved	Yes
Form	ASBESTOS EXCLUSION	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CONTINGENT LEASING	CA 87 13	07 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:39.70 CA 87 13 Previous Filing #:		CA 87 13 .PDF
Approved	COMMERCIAL AUTO RENTAL	CA 87 14	07 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:43.80 CA 87 14 Previous Filing #:		CA 87 14 .PDF
Approved	INDIVIDUAL NAMED INSURED	CA 87 16	05 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:49.70 CA 87 16 Previous Filing #:		CA 87 16 .PDF
Approved	GARAGE INDIVIDUAL NAMED INSURED ENDORSEMENT	CA 87 29	04 07	Endorsement/Amendment/Conditions New		55.10	CA 87 29 .PDF
Approved	ADDITIONAL INSURED - OPERATOR OF ALL TERRAIN VEHICLES	CA 87 33	07 07	Endorsement/Amendment/Conditions New		51.60	CA 87 33 .PDF
Approved	ALL TERRAIN VEHICLE LIMITATION	CA 88 07	07 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:46.50 CA 88 07 Previous Filing #:		CA 88 07 .PDF
Approved	ASBESTOS EXCLUSION	CA 88 80	07 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:51.80 CA 88 80 Previous Filing #:		CA 88 80 .PDF



LEASING CONCERNS  
CONTINGENT LIABILITY COVERAGE  
CONTINGENT PHYSICAL DAMAGE COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE)

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. LEASING CONCERNS CONTINGENT LIABILITY COVERAGE - If coverage is indicated in the Declarations, the following modifications apply:
1. SECTION II - LIABILITY COVERAGE and any required No-fault and Uninsured Motorists Insurance is amended, for this endorsement only, by the addition of the following:
    - a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
      - (1) The "lessee" has furnished you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured on the "lessee's" policy as required by the "leasing agreement";
      - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
      - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
    - b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
      - (1) The date you regain custody of the "leased auto", or
      - (2) 30 days after the effective date of cancellation of the "lessee's" policy.
    - c. For you, your "employees", or agents, the limit of our liability, for the insurance provided by this endorsement, is the limit of liability shown in the Declarations as applicable to this coverage.
    - d. For the "lessee", any "employee" or agent of the "lessee" or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law in the state where the accident occurs.
  2. SECTION II - LIABILITY COVERAGE, Paragraph B. EXCLUSIONS, Exclusion 7. does not apply to a "leased auto" to which this endorsement applies.

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LEASING CONCERNS  
CONTINGENT LIABILITY COVERAGE  
CONTINGENT PHYSICAL DAMAGE COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

- B. LEASING CONCERNS CONTINGENT PHYSICAL DAMAGE - If coverage is indicated in the Declarations, the following applies:
1. We will pay for "loss", on a contingent basis only, to a "leased auto" or its equipment under:
    - a. Comprehensive Coverage from any cause except the "leased auto's" collision with another object or its overturn; or
    - b. Collision Coverage caused by the "leased autos" collision with another object or its overturn.
    - c. Damage to a "leased auto" will be paid under Comprehensive Coverage if caused by:
      - (1) Glass breakage;
      - (2) Hitting a bird or animal; or
      - (3) "Loss" caused by falling objects or missiles.However, you have the option of having glass breakage caused by a "leased auto's" collision or overturn considered a "loss" under Collision Coverage.
  2. The contingent physical damage coverage described in paragraph B.1. above will only apply to a "leased auto" if:
    - a. The "lessee" furnishes you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured or loss payee on the "lessee's" policy as required by the "leasing agreement";
    - b. At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
    - c. You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
  3. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
    - a. The date you regain custody of the "leased auto"; or
    - b. 30 days after the effective date of cancellation of the "lessee's" policy.
  4. Exclusions
    - a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any

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LEASING CONCERNS  
CONTINGENT LIABILITY COVERAGE  
CONTINGENT PHYSICAL DAMAGE COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

other cause or event that contributes concurrently or in any sequence to the "loss":

(1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

b. We will not pay for "loss" to any of the following:

- (1) A "leased auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any "leased auto" while being prepared for such contest or activity.
- (2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (5) Any accessories used with the electronic equipment described in paragraph (4) above.

Exclusions b.(4) and b.(5) do not apply to:

- (1) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the "leased auto"

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LEASING CONCERNS  
CONTINGENT LIABILITY COVERAGE  
CONTINGENT PHYSICAL DAMAGE COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

at the time of "loss" or such equipment is removable from a housing unit which is permanently installed in the "leased auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "leased auto's" electrical system, in or upon the "leased auto"; or

(2) Any other electronic equipment that is:

- (a) Necessary for the normal operation of the "leased auto" or the monitoring of the "leased auto's" operating system; or
- (b) An integral part of the same unit housing sound reproducing equipment described in paragraph (1) above and permanently installed in the opening of the dash or console of the "leased auto" normally used by the manufacturer for installation of a radio.

c. We will not pay for:

- (1) Your expected profit, including loss of lease revenues, market value or resale value.
- (2) "Loss" to a "leased auto" due to "diminution in value".

d. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- (1) Wear and tear, freezing, mechanical or electrical breakdown; or
- (2) Blowouts, punctures, or other road damage to tires.

5. Limit Of Insurance

For "loss" to a "leased auto", the most we will pay will be the lesser of:

- a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, your cost of repairing the damaged "leased auto".

6. Deductible

For each "leased auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations and applicable to this endorsement.

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LEASING CONCERNS  
CONTINGENT LIABILITY COVERAGE  
CONTINGENT PHYSICAL DAMAGE COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

C. GARAGE CONDITIONS AND DEFINITIONS MODIFIED BY THIS ENDORSEMENT

1. SECTION V - GARAGE CONDITIONS Paragraph B. GENERAL CONDITIONS is modified, for this entire endorsement, as follows:

- a. General Condition 5. OTHER INSURANCE is replaced with the following, for this endorsement only:

The insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess, or contingent, unless such insurance is specifically written to apply in excess of this policy.

- b. General Condition 6. PREMIUM AUDIT is amended by the addition of the following:

We may examine and audit your records during the policy period, and within one year after the termination of this insurance to the extent that they relate to the premium basis for this coverage.

2. SECTION VI - DEFINITIONS is modified for this entire endorsement only, by the addition of the following:

- a. "Leased auto" means an "auto" you lease to a "lessee" under a "lease agreement".

- b. "Lessee" means a person or organization who leases an "auto" from you under a "lease agreement".

- c. "Lease agreement" means a written agreement between you and a "lessee" which:

(1) Provides for the exclusive use of a "leased auto" by the "lessee" for a period of not less than six consecutive months; and

(2) Requires the "lessee" to provide:

(a) Physical damage insurance on the "leased auto" if we are providing Contingent Physical Damage Coverage.

(b) Liability insurance on the "leased auto" if we are providing Contingent Liability Coverage.

All other terms and provisions of this policy remain unchanged

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COMMERCIAL AUTO RENTAL COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE)

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. SECTION II - LIABILITY COVERAGE, Paragraph B. EXCLUSIONS is amended, for this endorsement only, as follows:

1. The LEASED AUTOS exclusion is replaced by the following:

Any covered "auto" while leased or rented to others in excess of six consecutive calendar months. This exclusion does not apply to:

- a. A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- b. You or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pick up or delivery in the course of your business.

2. The following Exclusion is added:

This endorsement does not cover any "rented auto" which is insured under any program sponsored by an "auto" manufacturer or subsidiary thereof which provides for the rental or loan of "autos".

- B. SHORT TERM RENTAL PHYSICAL DAMAGE COVERAGE - If coverage is indicated in the Declarations, the following applies:

1. We will pay for "loss" to a "rented auto" or its equipment under:

- a. Comprehensive Coverage from any cause except the "rented auto's" collision with another object or its overturn; or
- b. Collision Coverage caused by the "rented auto's" collision with another object or its overturn.
- c. Damage to a "rented auto" will be paid under Comprehensive Coverage if caused by:

(1) Glass breakage;

(2) Hitting a bird or animal; or

(3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a "rented auto's" collision or overturn considered a "loss" under Collision Coverage.

2. Exclusions

- a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any

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COMMERCIAL AUTO RENTAL COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

other cause or event that contributes concurrently or in any sequence to the "loss":

(1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation or radioactive contamination, however caused.

(2) War Or Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

b. We will not pay for "loss" to any of the following:

- (1) A "rented auto" while used in any professional or organized racing or demolition contest or stunting activity or while practicing for such contest or activity. We will also not pay for "loss" to any "rented auto" while being prepared for such contest or activity.
- (2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (5) Any accessories used with the electronic equipment described in paragraph (4) above.

Exclusions b.(4) and b.(5) do not apply to:

- (1) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the "rented auto" at the time of "loss" or such equipment is removable from a housing unit which is permanently installed in the

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COMMERCIAL AUTO RENTAL COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

"rented auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "rented auto's" electrical system, in or upon the "rented auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the "rented auto" or the monitoring of the "rented auto's" operating system; or

(b) An integral part of the same unit housing sound reproducing equipment described in paragraph (1) above and permanently installed in the opening of the dash or console of the "rented auto" normally used by the manufacturer for installation of a radio.

c. We will not pay for:

(1) Your expected profit, including loss of rental revenues, market value or resale value.

(2) "Loss" to a "rented auto" due to "diminution in value".

(3) Under comprehensive coverage for "loss" due to conversion, embezzlement or secretion by any person in possession of a "rented auto" under a bailment agreement, lease, conditional sale, loss payable, "rental agreement" or other encumbrance.

(4) "Loss" to any "rented auto" for which insurance is afforded under any program providing for rental or loan of automobiles sponsored by an automobile manufacturer or its subsidiary.

d. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

(1) Wear and tear, freezing, mechanical or electrical breakdown; or

(2) Blowouts, punctures, or other road damage to tires.

3. Limit Of Insurance

For "loss" to a "rented auto", the most we will pay will be the lesser of:

a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or

b. Whether or not repairs are made, your cost of repairing the damaged "rented auto".

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COMMERCIAL AUTO RENTAL COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE) - CONTINUED

4. Deductible

For each "rented auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations and applicable to this endorsement.

C. SECTION V - GARAGE CONDITIONS, is amended, for this endorsement only, as follows:

1. The following is added to Loss Condition 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

We will not exercise this right with respect to any person using a "rented auto" with your permission or with the permission of the "renter" if the actual use of the "rented auto" is within the scope of that permission.

2. The following is added to Paragraph B GENERAL CONDITIONS:

INSPECTION

We may inspect your "rented autos" and we may examine and audit your records during the policy period and within one year after termination of this insurance in so far as they relate to the premium basis for this insurance. These inspections are for our benefit only. By our right to inspect, we make no representation that your "rented autos" are safe, not harmful to health, or that they comply with any law, rule, or regulation.

D. SECTION VI - DEFINITIONS is modified, for this endorsement only, by the addition of the following definitions:

1. "Rented auto" means an "auto" owned by you which is furnished for the use of a "renter" under a "rental agreement" between such person or organization and you.
2. "Renter" means anyone who rents a "rented auto" from you under a "rental agreement".
3. "Rental agreement" means a written agreement between you and a "renter" providing for the exclusive use of a "rented auto" by the "renter" for a period of less than six consecutive calendar months.

All other terms and provisions of this policy remain unchanged

CA 87 14 07 07



## INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

## A. CHANGES IN LIABILITY COVERAGE

1. The FELLOW EMPLOYEE EXCLUSION does not apply to "bodily injury" to you or any "family member's" fellow "employees".

## 2. PERSONAL AUTO COVERAGE

If a Liability Coverage covered "auto" symbol is entered in the Declarations:

- a. The following is added to WHO IS AN INSURED:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".

- (2) Any "auto" furnished or available for your or any "family members" regular use.

- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".

- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

- c. The POLLUTION EXCLUSION and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This

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## INDIVIDUAL NAMED INSURED - CONTINUED

exclusion does not apply to "autos" registered or principally garaged in New York.

## B. CHANGES IN PHYSICAL DAMAGE

## PERSONAL AUTO COVERAGE

If a Physical Damage coverage covered "auto" symbol is shown in the Declarations, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

## C. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage, or adoption who is a resident of your household, including a ward or foster child.
2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or trailer not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by your or any "family member".

All other terms and provisions of this policy remain unchanged.

CA 87 16 05 07



## GARAGE INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

## GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

## A. CHANGES IN LIABILITY COVERAGE

1. The Fellow Employee Exclusion does not apply to "bodily injury" to you or any "family member's" fellow "employees".

## 2. PERSONAL AUTO COVERAGE

If any "auto" you own of the "private passenger type" is a covered "auto" under Liability Coverage:

- a. The following is added to WHO IS AN INSURED:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".

- (2) Any "auto" furnished or available for your or any "family member's" regular use.

- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".

- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

- c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This

CA 87 29 04 07

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## GARAGE INDIVIDUAL NAMED INSURED - CONTINUED

exclusion does not apply to "autos" registered or principally garaged in New York.

## B. CHANGES IN PHYSICAL DAMAGE

## PERSONAL AUTO COVERAGE

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

## C. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

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AMA 03-34625-01 00 071  
05-07-07  
PAGE 002 of 002



ADDITIONAL INSURED - OPERATOR OF AN ALL TERRAIN VEHICLE,  
SNOWMOBILE, MINI-BIKE, OR OFF ROAD MOTORCYCLE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S):

XX  
XX  
XX  
XX  
XX  
XX  
XX

- A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person(s) shown in the Schedule but only with respect to their liability arising from the operation of an "all terrain vehicle", snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike), or motorcycle (designed exclusively for off-road use) that you own.
- B. For the purposes of this endorsement, the following definition is added:
- "All terrain vehicle" means a land motorized vehicle, whether or not subject to motor vehicle registration:
1. With three or four broad, low pressure tires (less than 10 pounds per square inch);
  2. With a seat to be straddled by the operator and, where applicable, a passenger;
  3. With handlebars for steering; and
  4. Designed for off-road use.

CA 87 33 07 07



ALL TERRAIN VEHICLES LIMITATION -  
ATV, SNOWMOBILE, MINI-BIKE, AND OFF ROAD MOTORCYCLE  
LEASE OR RENTAL EXCLUSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. SECTION II - LIABILITY COVERAGE, and any MEDICAL PAYMENTS, PERSONAL INJURY PROTECTION (or equivalent no-fault coverage), and UNINSURED/UNDERINSURED MOTORISTS INSURANCE coverages provided by this policy are amended by the addition of the following:

This insurance does not apply to the lease or rental of any "all terrain vehicle", snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike), or motorcycle (designed exclusively for off-road use). This exclusion does not apply to your, your "employee's" or executive officer's liability arising from an "all terrain vehicle" or snowmobile provided as a temporary substitute to a customer whose "all terrain vehicle" or snowmobile is being serviced or repaired.

- B. For the purposes of this exclusion, the following definition is added:

"All terrain vehicle" means a land motorized vehicle, whether or not subject to motor vehicle registration.

1. With three or four broad, low pressure tires (less than 10 pounds per square inch);
2. With a seat to be straddled by the operator and, where applicable, a passenger;
3. With handlebars for steering; and
4. Designed for off-road use.

CA 88 07 07 07



## ASBESTOS EXCLUSION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

## GARAGE COVERAGE FORM

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT OR TO ANY AMENDMENT TO OR REPLACEMENT THEREOF, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THIS ENDORSEMENT.

- A. SECTION II - LIABILITY COVERAGE IS AMENDED BY THE ADDITION OF THE FOLLOWING TO PARAGRAPH B. EXCLUSIONS:

ASBESTOS EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS"

THIS INSURANCE DOES NOT APPLY TO:

- A. "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED IN WHOLE OR IN PART BY THE ACTUAL, ALLEGED OR THREATENED:
- A. INHALATION OF, INGESTION OF, OR PHYSICAL EXPOSURE TO "ASBESTOS"
  - B. USE OF "ASBESTOS" IN CONSTRUCTION, OR MANUFACTURE OF ANY GOODS, "PRODUCTS" OR STRUCTURES;
  - C. REMOVAL OF "ASBESTOS" FROM ANY GOODS, "PRODUCTS", OR STRUCTURES; OR
  - D. MANUFACTURE, SALE, TRANSPORT, STORAGE, OR DISPOSAL OF "ASBESTOS".
2. ANY "LOSS", COST OR EXPENSE ARISING OUT OF ANY:
- A. REQUEST, DEMAND, ORDER OR STATUTORY OR REGULATORY REQUIREMENT THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXYFY OR NEUTRALIZE OR IN ANY WAY RESPOND TO OR ASSESS THE EFFECTS OF "ASBESTOS"; OR
  - B. CLAIM OR SUIT BY OR ON BEHALF OF A GOVERNMENTAL AUTHORITY FOR DAMAGES BECAUSE OF TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXYFYING OR NEUTRALIZING, OR IN ANY WAY RESPONDING TO OR ASSESSING THE EFFECTS OF "ASBESTOS".
- B. IF THE BROADENED COVERAGE-GARAGES ENDORSEMENT IS ATTACHED, THE FOLLOWING EXCLUSION IS ADDED TO B. EXCLUSIONS OF SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE:

THIS INSURANCE DOES NOT APPLY TO:

1. "PERSONAL AND ADVERTISING INJURY" CAUSED IN WHOLE OR IN PART BY THE ACTUAL, ALLEGED OR THREATENED:
- A. INHALATION OF, INGESTION OF, OR PHYSICAL EXPOSURE TO "ASBESTOS"

CA 88 80 07 07



COMMERCIAL AUTO  
ASBESTOS EXCLUSION - CONTINUED

- B. USE OF "ASBESTOS" IN CONSTRUCTION, OR MANUFACTURE OF ANY GOODS, "PRODUCTS" OR STRUCTURES;
  - C. REMOVAL OF "ASBESTOS" FROM ANY GOODS, "PRODUCTS", OR STRUCTURES; OR
  - D. MANUFACTURE, SALE, TRANSPORT, STORAGE, OR DISPOSAL OF "ASBESTOS".
2. ANY "LOSS", COST OR EXPENSE ARISING OUT OF ANY:
- A. REQUEST, DEMAND, ORDER OR STATUTORY OR REGULATORY REQUIREMENT THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE OR IN ANY WAY RESPOND TO OR ASSESS THE EFFECTS OF "ASBESTOS"; OR
  - B. CLAIM OR SUIT BY OR ON BEHALF OF A GOVERNMENTAL AUTHORITY FOR DAMAGES BECAUSE OF TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXIFYING OR NEUTRALIZING, OR IN ANY WAY RESPONDING TO OR ASSESSING THE EFFECTS OF "ASBESTOS".
- C. IF THE PERSONAL INJURY LIABILITY - GARAGES ENDORSEMENT IS ATTACHED, THE FOLLOWING EXCLUSION IS ADDED TO B. EXCLUSIONS:
- THIS INSURANCE DOES NOT APPLY TO:
2. "PERSONAL INJURY" CAUSED IN WHOLE OR IN PART BY THE ACTUAL, ALLEGED OR THREATENED:
- A. INHALATION OF, INGESTION OF, OR PHYSICAL EXPOSURE TO "ASBESTOS"
  - B. USE OF "ASBESTOS" IN CONSTRUCTION, OR MANUFACTURE OF ANY GOODS, "PRODUCTS" OR STRUCTURES;
  - C. REMOVAL OF "ASBESTOS" FROM ANY GOODS, "PRODUCTS", OR STRUCTURES; OR
  - D. MANUFACTURE, SALE, TRANSPORT, STORAGE, OR DISPOSAL OF "ASBESTOS".
2. ANY "LOSS", COST OR EXPENSE ARISING OUT OF ANY:
- C. REQUEST, DEMAND, ORDER OR STATUTORY OR REGULATORY REQUIREMENT THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE OR IN ANY WAY RESPOND TO OR ASSESS THE EFFECTS OF "ASBESTOS"; OR
  - D. CLAIM OR SUIT BY OR ON BEHALF OF A GOVERNMENTAL AUTHORITY FOR DAMAGES BECAUSE OF TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXIFYING OR NEUTRALIZING, OR IN ANY WAY RESPONDING TO OR ASSESSING THE EFFECTS OF "ASBESTOS".

CA 88 80 07 07



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COMMERCIAL AUTO  
ASBESTOS EXCLUSION - CONTINUED

D. SECTION VI - DEFINITIONS IS AMENDED BY THE ADDITION OF THE FOLLOWING:

"ASBESTOS" MEANS NOT ONLY THE NATURAL FIBROUS MINERAL FORMS OF IMPURE MAGNESIUM SILICATE, BUT ALSO ANY MATERIAL, GOOD, "PRODUCT" OR STRUCTURE OF WHICH IT IS A PART.

CA 88 80 07 07



<i>SERFF Tracking Number:</i>	<i>SEPX-125442870</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sentry Select Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CA AR07191DOF01</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0002 Garage</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>2007 C/L Auto/CA AR07191DOF01</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number:	SEPX-125442870	State:	Arkansas
Filing Company:	Sentry Select Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	CA AR07191DOF01		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0002 Garage
Product Name:	Commercial Auto		
Project Name/Number:	2007 C/L Auto/CA AR07191DOF01		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	02/06/2008
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### Comments:

### Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF  
AR - NAIC FORM FILING SCHEDULE.PDF  
Form Filing Memo.PDF  
CA 87 13 07 07 ANNOTATED.PDF  
CA 87 14 07 07 ANNOTATED.PDF  
CA 87 16 05 07 ANNOTATED.PDF  
CA 88 07 07 07 ANNOTATED.PDF

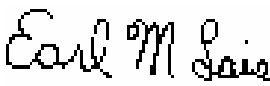
## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	Sentry Insurance Group				<b>Group NAIC #</b>	169
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Sentry Select Insurance Company	WI	21180	36-2674180			

<b>5. Company Tracking Number</b>	CA AR07191DOF01
-----------------------------------	-----------------

## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Earl Lais 1800 North Point Drive Stevens Point WI 54481	Compliance/Development Sr. Analyst	715-346-7898	715-346-6044	earl.lais@sentry.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Earl Lais			

## Filing Information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	20.0 Commercial Auto			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	20.0002 Garage			
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing Title)</b>	Dealers Operations			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	03/01/2008	Renewal:	03/01/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	1/21/08			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CA AR07191DOF01
<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

We are filing new and revised independent endorsements for our "Dealer Program".

We have attached a filing memorandum detailing the changes in the endorsements and have also included annotated copies of the endorsements showing the changes made to them.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]				
<table style="width: 100%;"> <tr> <td style="width: 15%;"><b>Check #:</b></td> <td>EFT</td> </tr> <tr> <td><b>Amount:</b></td> <td>\$50.00</td> </tr> </table> <p style="margin-top: 10px;">\$50.00 filing per form filing = \$50.00</p> <p style="margin-top: 40px; text-align: center;"><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>		<b>Check #:</b>	EFT	<b>Amount:</b>	\$50.00
<b>Check #:</b>	EFT				
<b>Amount:</b>	\$50.00				

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CA AR07191DOF01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	CONTINGENT LEASING	CA 87 13 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 87 13	
02	COMMERCIAL AUTO RENTAL	CA 87 14 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 87 14	
03	INDIVIDUAL NAMED INSURED	CA 87 16 05 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 87 16	
04	GARAGE INDIVIDUAL NAMED INSURED ENDORSEMENT	CA 87 29 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	ADDITIONAL INSURED - OPERATOR OF ALL TERRAIN VEHICLES	CA 87 33 07 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	ALL TERRAIN VEHICLE LIMITATION	CA 88 07 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 88 07	
07	ASBESTOS EXCLUSION	CA 88 80 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 88 80	
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## **FORM FILING SUMMARY**

### **(Revised) CA 87 13 - Contingent Leasing (For Policies Without Dealers Physical Damage Coverage)**

There is no change to the coverage or intent. We have corrected some errors on this endorsement. We have also revised the collision and comprehensive wording to match the coverage form. The changes are shown below with the added wording underlined.

§ **Page 2** – Paragraph B.1. contains the following corrections:

- a. Comprehensive Coverage ~~or~~ from any cause except the “leased auto’s” collision with another object or its overturn; or
- b. Collision Coverage ~~or from~~ caused by the “leased autos” collision with another object or its overturn.

§ **Page 3** – Last Paragraph – the letter “f” was missing from the word “for”. The corrected sentence is “Equipment designed solely for the reproduction of sound....”

### **(Revised) CA 87 14 - Commercial Auto Rental (for Policies without Dealers Physical Damage Coverage)**

There is no change to the coverage or intent. We have corrected some errors on this endorsement. We have also revised the collision and comprehensive wording to match the coverage form. The changes are shown below.

§ **Page 1** - Paragraph B.1.:

- a. Comprehensive Coverage ~~or~~ from any cause except the “leased auto’s” collision with another object or its overturn; or
- b. Collision Coverage caused by the “leased autos” collision with another object or its overturn.

§ **Page 2 and 3** – the letter “f” was missing from the word “for”. The paragraph also referenced a “leased auto” but this is the rental endorsement so “rented auto” should be referenced.

- (1) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the “rented auto” at the time of “loss” or such equipment is removable from a housing unit which is permanently installed in the “rented ~~leased~~ auto” at the time of the “loss” and such equipment is designed to be solely operated by use of the power from the “rented auto’s” electrical system, in or upon the “rented auto”; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the “rented auto” or the monitoring of the “rented ~~leased~~ auto’s” operating system; or...

### **(Revised) CA 87 16 – Individual Named Insured**

This previously filed and approved endorsement provides broader coverage than ISO’s Individual Named Insured endorsement CA 99 17 because it does not contain the requirement that a “private passenger type auto” be scheduled to trigger the personal auto coverage extensions.

We noticed that the Nuclear Energy exclusion within the endorsement is missing the words “termination upon its”.... Below is the exclusion with the missing wording underlined:

This insurance does not apply to:

“Bodily injury” or “property damage” for which an “insured” under the policy is also an “insured” under a nuclear energy liability policy or would be an “insured” but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance

Association, Mutual Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to “autos” registered or principally garaged in New York.

We have revised the form to include this wording as intended. The prior edition was 03 06 and the new edition is 05 07.

**(New) CA 87 29 - Garage Individual Named Insured Endorsement**

ISO no longer writes auto repair and service risks using the ISO Garage policy. Because of this, ISO revised the 03 06 edition of endorsement CA 99 17 by removing the reference to the Garage Coverage from the top of the endorsement.

We use many of ISO's rules and forms, but we maintain an independent Garage program that provides broadened coverage to both dealers and other automotive repair and service risks using Garage coverage forms. Therefore we still have a need for an endorsement equivalent to CA 99 17 for our Garage policies. We are filing the above independent form, which is the same as ISO's CA 99 17, except for its reference to the Garage Coverage Form as the form that the endorsement modifies. There is no charge for this endorsement.

**(New) CA 87 33 – Additional Insured–Operator of All Terrain Vehicles**

This endorsement will be used to extend insured status to persons using an ATV owned by a dealership we insure. Some of our insured's sell ATV's. We've found they may occasionally take persons with them on a promotional ride. These persons would not technically be insured's under the policy; this endorsement will change their status to insureds. Most of the time we anticipate family members will be scheduled on this form; We do not see this as a significant increase in exposure and therefore will not be making a separate premium charge for the endorsement.

**(Revised) CA 88 07 – All Terrain Vehicle Limitation**

This revised endorsement is less restrictive. It still excludes lease and rental of ATV's, mini-bikes, and snowmobiles. However, customer demonstrations of ATV's away from the insured's location are no longer excluded. We have also revised the definition of an ATV to focus on recreational ATV's...the industry makes a distinction between these and the less hazardous “utility” type ATV's, which we do not limit coverage on.

**(Revised) CA 88 80 – Asbestos Exclusion**

This exclusion did not reference the Broadened Garage endorsement for Personal and Advertising Injury coverage, or the Personal Injury Liability endorsement for Personal Injury coverage. We have added references to those forms/coverages.

**LEASING CONCERNS  
CONTINGENT LIABILITY COVERAGE  
CONTINGENT PHYSICAL DAMAGE COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE)**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

- A. **LEASING CONCERNS CONTINGENT LIABILITY COVERAGE** – If coverage is indicated in the Declarations, the following modifications apply:
1. **SECTION II – LIABILITY COVERAGE** and any required No-fault and Uninsured Motorists Insurance is amended, for this endorsement only, by the addition of the following:
    - a. Coverage is provided by this endorsement on a contingent basis, for a covered “auto” which is a “leased auto” subject to the following conditions:
      - (1) The “lessee” has furnished you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured on the “lessee’s” policy as required by the “leasing agreement”;
      - (2) At the time of an “accident” the insurance required by the “leasing agreement” is not collectible; and
      - (3) You have met all of the Loss Conditions in the “lessee’s” insurance policy and have made an attempt to recover damages for “loss” from the “lessee’s” coverage. A letter declining coverage under the “lessee’s” policy will validate your efforts.
    - b. If you have been notified of the “lessee’s” policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
      - (1) The date you regain custody of the “leased auto”, or
      - (2) 30 days after the effective date of cancellation of the “lessee’s” policy.
    - c. For you, your “employees”, or agents, the limit of our liability, for the insurance provided by this endorsement, is the limit of liability shown in the Declarations as applicable to this coverage.
    - d. For the “lessee”, any “employee” or agent of the “lessee” or any person, except you or your “employees” or agents, operating the “leased auto” with the permission of any of these, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law in the state where the accident occurs.
  2. **SECTION II – LIABILITY COVERAGE, Paragraph B. EXCLUSIONS, Exclusion 7.** does not apply to a “leased auto” to which this endorsement applies.
- B. **LEASING CONCERNS CONTINGENT PHYSICAL DAMAGE** – If coverage is indicated in the Declarations, the following applies:
1. We will pay for “loss”, on a contingent basis only, to a “leased auto” or its equipment under:

- a. Comprehensive Coverage ~~from any cause except the “leased auto’s” collision with another object or its overturn; or~~

Deleted: or

Deleted: 03 06



- b. Collision Coverage caused by the "leased autos" collision with another object or its overturn.

Deleted: or from

- c. Damage to a "leased auto" will be paid under Comprehensive Coverage if caused by:

- (1) Glass breakage;
- (2) Hitting a bird or animal; or
- (3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a "leased auto's" collision or overturn considered a "loss" under Collision Coverage.

2. The contingent physical damage coverage described in paragraph B.1. above will only apply to a "leased auto" if:

- a. The "lessee" furnishes you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured or loss payee on the "lessee's" policy as required by the "leasing agreement";
- b. At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
- c. You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.

3. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:

- a. The date you regain custody of the "leased auto"; or
- b. 30 days after the effective date of cancellation of the "lessee's" policy.

4. Exclusions

- a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

- (1) Nuclear Hazard
  - (a) The explosion of any weapon employing atomic fission or fusion; or
  - (b) Nuclear reaction or radiation, or radioactive contamination, however caused.
- (2) War Or Military Action
  - (a) War, including undeclared or civil war;
  - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- b. We will not pay for "loss" to any of the following:

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- (1) A "leased auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any "leased auto" while being prepared for such contest or activity.
- (2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (5) Any accessories used with the electronic equipment described in paragraph (4) above.

Exclusions b.(4) and b.(5) do not apply to:

- (1) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the "leased auto" at the time of "loss" or such equipment is removable from a housing unit which is permanently installed in the "leased auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "leased auto's" electrical system, in or upon the "leased auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the "leased auto" or the monitoring of the "leased auto's" operating system; or
  - (b) An integral part of the same unit housing sound reproducing equipment described in paragraph (1) above and permanently installed in the opening of the dash or console of the "leased auto" normally used by the manufacturer for installation of a radio.

c. We will not pay for:

- (1) Your expected profit, including loss of lease revenues, market value or resale value.
- (2) "Loss" to a "leased auto" due to "diminution in value".

d. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- (1) Wear and tear, freezing, mechanical or electrical breakdown; or
- (2) Blowouts, punctures, or other road damage to tires.

## 5. Limit Of Insurance

For "loss" to a "leased auto", the most we will pay will be the lesser of:

- a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, your cost of repairing the damaged "leased auto".

## 6. Deductible

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For each “leased auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations and applicable to this endorsement.

C. GARAGE CONDITIONS AND DEFINITIONS MODIFIED BY THIS ENDORSEMENT

1. SECTION V – GARAGE CONDITIONS Paragraph B. GENERAL CONDITIONS is modified, for this entire endorsement, as follows:

- a. General Condition 5. OTHER INSURANCE is replaced with the following, for this endorsement only:

The insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess, or contingent, unless such insurance is specifically written to apply in excess of this policy.

- b. General Condition 6. PREMIUM AUDIT is amended by the addition of the following:

We may examine and audit your records during the policy period, and within one year after the termination of this insurance to the extent that they relate to the premium basis for this coverage.

2. SECTION VI – DEFINITIONS is modified for this entire endorsement only, by the addition of the following:

- a. “Leased auto” means and “auto” you lease to a “lessee” under a “lease agreement”.
  - b. “Lessee” means a person or organization who leases an “auto” from you under a “lease agreement”.
  - c. “Lease agreement” means a written agreement between you and a “lessee” which:
    - (1) Provides for the exclusive use of a “leased auto” by the “lessee” for a period of not less than six consecutive months; and
    - (2) Requires the “lessee” to provide:
      - (a) Physical damage insurance on the “leased auto” if we are providing Contingent Physical Damage Coverage.
      - (b) Liability insurance on the “leased auto” if we are providing Contingent Liability Coverage.

All other terms and provisions of this policy remain unchanged

**COMMERCIAL AUTO RENTAL COVERAGE  
(FOR POLICIES WITHOUT DEALERS PHYSICAL DAMAGE COVERAGE)**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

**A. SECTION II – LIABILITY COVERAGE, Paragraph B. EXCLUSIONS is amended, for this endorsement only, as follows:**

**1. The LEASED AUTOS exclusion is replaced by the following:**

Any covered “auto” while leased or rented to others in excess of six consecutive calendar months. This exclusion does not apply to:

- a. A covered “auto” you rent to one of your customers while his or her “auto” is left with you for service or repair or while the customer is awaiting delivery of an “auto” after signing a written purchase agreement with you; or
- b. You or your “employee” or “temporary worker” while a leased or rented “auto” is in your custody for service, repair, pick up or delivery in the course of your business.

**2. The following Exclusion is added:**

This endorsement does not cover any “rented auto” which is insured under any program sponsored by an “auto” manufacturer or subsidiary thereof which provides for the rental or loan of “autos”.

**B. SHORT TERM RENTAL PHYSICAL DAMAGE COVERAGE – If coverage is indicated in the Declarations, the following applies:**

**1. We will pay for “loss” to a “rented auto” or its equipment under:**

- a. Comprehensive Coverage from any cause except the “rented auto’s” collision with another object or its overturn; or

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- b. Collision Coverage caused by the “rented auto’s” collision with another object or it’s overturn.

- c. Damage to a “rented auto” will be paid under Comprehensive Coverage if caused by:

- (1) Glass breakage;
- (2) Hitting a bird or animal; or
- (3) “Loss” caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a “rented auto’s” collision or overturn considered a “loss” under Collision Coverage.

**2. Exclusions**

- a. We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss”:

- (1) Nuclear Hazard

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- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation or radioactive contamination, however caused.
- (2) War Or Military Action
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

b. We will not pay for "loss" to any of the following:

- (1) A "rented auto" while used in any professional or organized racing or demolition contest or stunting activity or while practicing for such contest or activity. We will also not pay for "loss" to any "rented auto" while being prepared for such contest or activity.
- (2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (5) Any accessories used with the electronic equipment described in paragraph (4) above.

Exclusions b.(4) and b.(5) do not apply to:

- (1) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the "rented auto" at the time of "loss" or such equipment is removable from a housing unit which is permanently installed in the "rented auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "rented auto's" electrical system, in or upon the "rented auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the "rented auto" or the monitoring of the "rented auto's" operating system; or
  - (b) An integral part of the same unit housing sound reproducing equipment described in paragraph (1) above and permanently installed in the opening of the dash or console of the "rented auto" normally used by the manufacturer for installation of a radio.

c. We will not pay for:

- (1) Your expected profit, including loss of rental revenues, market value or resale value.
- (2) "Loss" to a "rented auto" due to "diminution in value".

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- (3) Under comprehensive coverage for “loss” due to conversion, embezzlement or secretion by an y person in possession of a “rented auto” under a bailment agreement, lease, conditional sale, loss payable, “rental agreement” or other encumbrance.
  - (4) “Loss” to any “rented auto” for which insurance is afforded under any program proving for rental or loan of automobiles sponsored by an automobile manufacturer or its subsidiary.
- d. We will not pay for “loss” caused by or resulting from any of the following unless caused by other “loss” that is covered by this insurance:
- (1) Wear and tear, freezing, mechanical or electrical breakdown; or
  - (2) Blowouts, punctures, or other road damage to tires.

3. Limit Of Insurance

For “loss” to a “rented auto”, the most we will pay will be the lesser of:

- a. You actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, your cost of repairing the damaged “rented auto”.

4. Deductible

For each “rented auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations and applicable to this endorsement.

C. SECTION V – GARAGE CONDITIONS, is amended, for this endorsement only, as follows:

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1. The following is added to Loss Condition 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

We will not exercise this right with respect to any person using a “rented auto” with your permission or with the permission of the “renter” if the actual use of the “rented auto” is within the scope of that permission.

2. The following is added to Paragraph B GENERAL CONDITIONS:

INSPECTION

We may inspect your “rented autos” and we may examine and audit your records during the policy period and within one year after termination of this insurance insofar as they relate to the premium basis for this insurance. These inspections are for our benefit only. By our right to inspect, we make no representation that your “rented autos” are safe, not harmful to health, or that they comply with any law, rule, or regulation.

D. SECTION VI – DEFINITIONS is modified, for this endorsement only, by the addition of the following definitions:

- 1. “Rented auto” means an “auto” owned by you which is furnished for the use of a “renter” under a “rental agreement” between such person or organization and you.
- 2. “Renter” means anyone who rents a “rented auto” from you under a “rental agreement”.
- 3. “Rental agreement” means a written agreement between you and a “renter” providing for the exclusive use of a “rented auto” by the “renter” for a period of less than six consecutive calendar months.

All other terms and provisions of this policy remain unchanged

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**INDIVIDUAL NAMED INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

**A. CHANGES IN LIABILITY COVERAGE**

1. The FELLOW EMPLOYEE EXCLUSION does not apply to "bodily injury" to you or any "family member's" fellow "employees".

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**2. PERSONAL AUTO COVERAGE**

If a Liability Coverage covered "auto" symbol is entered in the Declarations:

- a. The following is added to WHO IS AN INSURED:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family members" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

- c. The POLLUTION EXCLUSION and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its [termination upon its](#) exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

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B. CHANGES IN PHYSICAL DAMAGE

PERSONAL AUTO COVERAGE

If a Physical Damage coverage covered “auto” symbol is shown in the Declarations, a “non-owned auto” will also be considered a covered “auto”. However, the most we will pay for “loss” to a “non-owned auto” which is a “trailer” is \$500.

C. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. “Family member” means a person related to you by blood, marriage, or adoption who is a resident of your household, including a ward or foster child.
2. The words “you” and “your” include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase “private passenger type” appears in quotation marks it includes any covered “auto” you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. “Non-owned auto” means any “private passenger type” “auto”, pick-up, van or trailer not owned by or furnished or available for the regular use of you or any “family member” while it is in the custody of or being operated by your or any “family member”.

All other terms and provisions of this policy remain unchanged



**ALL TERRAIN VEHICLES LIMITATION -  
ATV, SNOWMOBILE, MINI-BIKE, AND OFF ROAD MOTORCYCLE  
LEASE OR RENTAL EXCLUSION**

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This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – LIABILITY COVERAGE, and any MEDICAL PAYMENTS, PERSONAL INJURY PROTECTION (or equivalent no-fault coverage), and UNINSURED/UNDERINSURED MOTORISTS INSURANCE coverages provided by this policy are amended by the addition of the following:

This insurance does not apply to the lease or rental of any "all terrain vehicle", snowmobile, miniature motorcycle (also known as a mini-bike or pocket bike), or motorcycle (designed exclusively for off-road use). This exclusion does not apply to your, your "employee's" or executive officer's liability arising from an "all terrain vehicle" or snowmobile provided as a temporary substitute to a customer whose "all terrain vehicle" or snowmobile is being serviced or repaired.

Deleted: This policy, including any Medial Payments or required No-fault coverages made a part of it, excludes and does not apply to :¶  
Any "accident" arising out of:¶  
1. . The lease or rental of any "all terrain vehicle";¶  
2. . Customer demonstration of any "all terrain vehicle" which you own and allow customer's to operate away from an insured location as described in the Declarations.¶

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B. For the purposes of this exclusion, the following definition is added:

"All terrain vehicle" means a land motorized vehicle, whether or not subject to motor vehicle registration.

1. With three or four broad, low pressure tires (less than 10 pounds per square inch);
2. With a seat to be straddled by the operator and, where applicable, a passenger;
3. With handlebars for steering; and
4. Designed for off-road use.

Deleted: The following definition is added SECTION VI – DEFINITIONS and applies to this endorsement only:¶

¶  
"All terrain vehicle" means motor vehicles designed principally for recreational use off public roads, whether or not subject to motor vehicle registration, including, but not limited to snowmobiles and minibikes.¶  
¶  
All other conditions, terms, provisions, and definitions remain the same and do apply.

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